

CONNECT!LD, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO INTRASTATE TOLL. TELECOMMUNICATIONS SERVICES

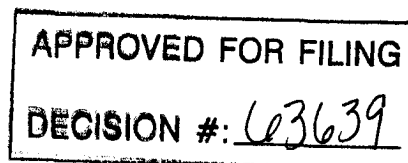
WITHIN THE STATE OF ARIZONA

This tariff applies to the Intrastate Toll Communication Services furnished by Connect!LD, Inc. between one or more points in the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 124 West Capitol, Suite 250, Little Rock, Arkansas 72201.

Issued: May 04, 2001

Effective: May 04, 2001

Issued By: Ted L. Snider, Jr.
Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201



CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
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16	Original	44	Original
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18	Original	46	Original
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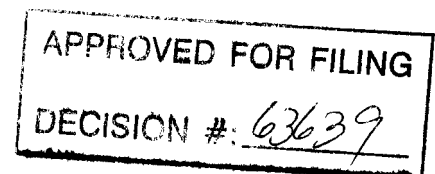


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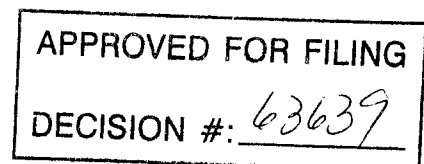
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ORIGINAL

Connect!LD, Inc.

AZ C.C. Tariff No. 2

Original Sheet 5

EXPLANATION OF SYMBOLS

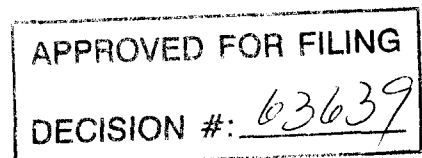
A revision of a Tariff Sheet is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the sheet, are used to signify:

- | | | |
|---|---|---|
| C | - | Change in Regulation |
| D | - | Discontinued rate or regulation |
| I | - | Increased rate |
| M | - | Moved from another tariff location |
| N | - | New rate or regulation |
| R | - | Reduction in a rate or charge |
| T | - | Changed in text but no change in rate or regulation |

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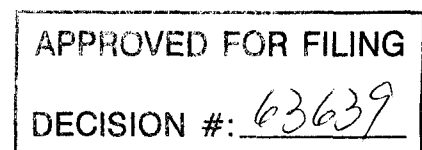
TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(l).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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EXPLANATION OF TERMS

Automatic Location Identification ("ALI") - The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI") - A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Call Initiation - The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

Call Termination - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

Commission - The Arizona Corporation Commission.

Company - Connect!LD, Inc., unless otherwise clearly indicated from the context.

Customer - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Customer Premises Equipment ("CPE") - Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Exchange - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Final Account - A customer whose service has been disconnected who has outstanding charges still owed to the Company.

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EXPLANATION OF TERMS (Cont'd)

Interruption - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA - ~~Local Access and Transport Area~~ The Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

Move - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

On-Net - Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

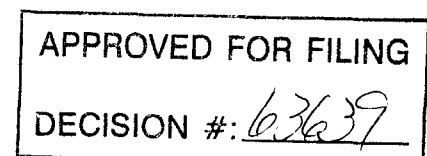
Rate Center - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Toll Call - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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SECTION 1 - APPLICATION OF TARIFF

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ORIGINAL

Connect!LD, Inc.

AZ C.C. Tariff No. 2

Original Sheet 10

SECTION 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the service offerings, rates, terms and conditions applicable to telecommunications services provided by the Company, as follows:

1.1.1 Service Territory

The Company will provide service within the State of Arizona.

1.1.2 Availability

Service is available where facilities permit.

Only those services for which rates are provided are currently available.

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ORIGINAL

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AZ C.C. Tariff No. 2

Original Sheet 11

SECTION 2 - GENERAL RULES AND REGULATIONS

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 Minimum Period of Service

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate whether the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month of service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 Payment for Service Rendered

2.2.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.2.2 Deposits

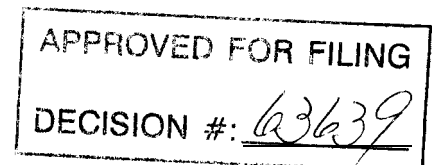
Subject to special provisions as may be set forth below, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated intrastate toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 Payment for Service Rendered (Cont'd)

2.2.2 Deposits (Cont'd)

a. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

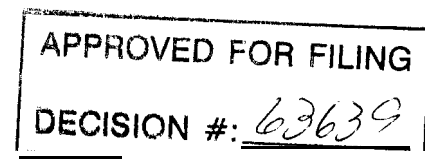
d. Specific State Requirements for Deposits

The Company agrees to abide by all the rules and regulations of the Arizona Corporation Commission regarding deposits.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)2.2 Payment for Service Rendered (Cont'd)2.2.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

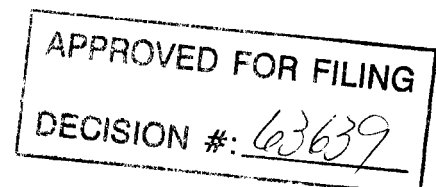
Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

The company agrees to abide by all the rules and regulations of the Arizona Corporation Commission regarding billing and payment of charges,

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)2.2 Payment for Service Rendered (Cont'd)2.2.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge in an amount approved by the Commission.

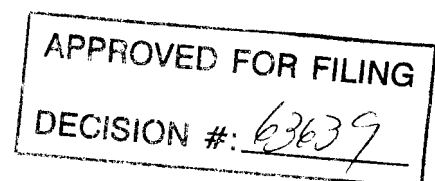
2.2.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 Payment for Service Rendered (Cont'd)

2.2.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

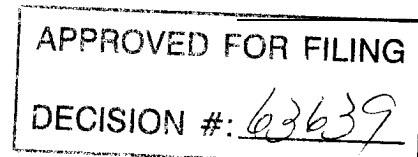
2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 • GENERAL RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

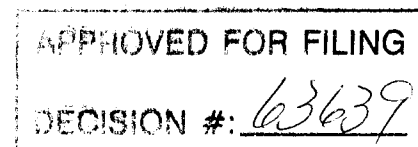
2.3.4 Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of Carrier's facilities and services;

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 (Cont'd)

- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

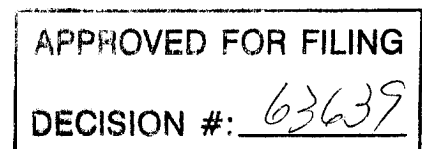
2.3.4 (Cont'd)

- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
- I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
- J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 (Cont'd)

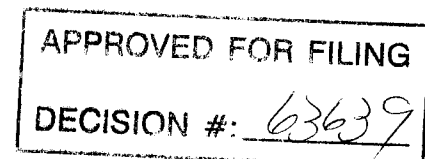
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

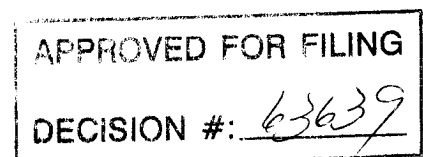
2.3 Liability of Carrier (Cont'd)

- 2.3.6 Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- 2.3.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

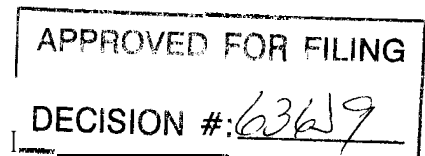
2.3.8 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented to Carrier within the applicable statute of limitations period.

2.3.9 CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.4 Telephone Surcharges/Taxes

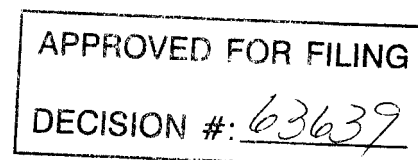
2.4.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)2.5 Suspension or Termination of Service2.5.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

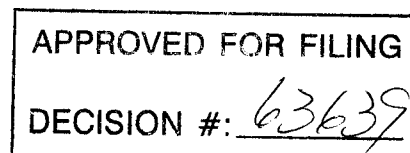
- a. Termination shall not be made until at least five (5) days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least five (5) days after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 Suspension or Termination of Service (Cont'd)

2.5.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

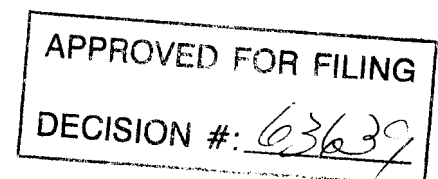
- a. Nonpayment of bills rendered for service to a prior customer at the premises where service is being provided, except where the prior customer continues to reside at the same premises;
- b. Nonpayment for services or equipment not regulated by the Commission;
- c. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 Suspension or Termination of Service (Cont'd)

2.5.3 Termination Without Notice

a. General

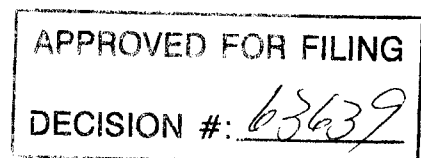
The Company may terminate or suspend service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 Suspension or Termination of Service (Cont'd)

2.5.3 Termination Without Notice (Cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

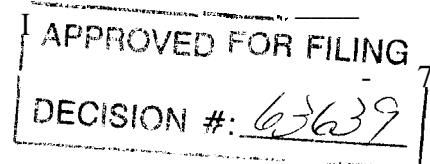
Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 Suspension or Termination of Service (Cont'd)

2.5.3 Termination Without Notice (Cont'd)

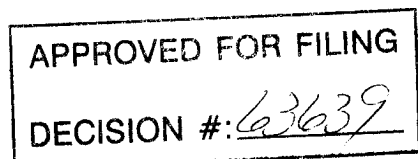
c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 Suspension or Termination of Service (Cont'd)

2.5.4 Emergency Termination of Service

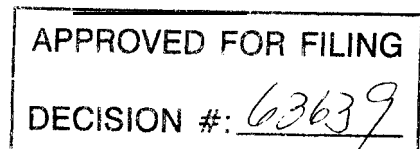
The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

The company agrees to abide by all the rules and regulations of the Arizona Corporation Commission regarding Suspension or Termination of Service.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 Automatic Number Identification

2.6.1 Regulations

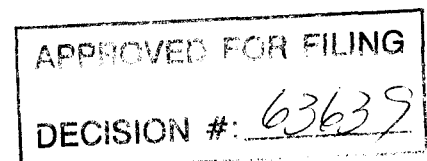
The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)2.6 Automatic Number Identification (Cont'd)2.6.1 Regulations (Cont'd)

- d. The AN1 recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing AN1 information to any other third party for any use other than those listed in Provision 1, unless the AN1 recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of AN1 by the Telephone Corporation until such time as the Commission receives written confirmation from the AN1 recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of AN1 to the offending party shall be terminated under terms and conditions determined by the Commission.

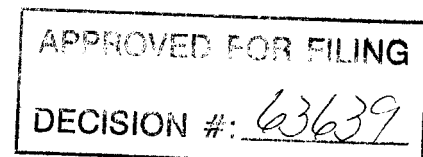
2.6.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

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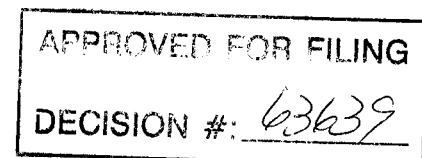
SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)2.7 Contract Rates - Special Pricing Arrangements-ICB

- 2.7.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.
- 2.7.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. Charges may also be reduced or waived for a temporary period as a reward to existing customers.

2.8.1 Demonstrative Service Promotion:

From time to time the Carrier may demonstrate service for potential Subscribers by providing free use of its network on a limited basis for a period of time, not to exceed one hundred and twenty (120) days. Demonstration of service and the type, duration or quantity of service provided will be at the Carrier's discretion.

2.8.2 Competitive Response Promotion

In order to acquire or retain customer(s), the Carrier may match certain offers made any competitive provider of the same or functionally equivalent service(s) where the customer can demonstrate to the Carrier's satisfaction that it intends to accept such offer as an inducement to subscribe or to remain subscribed to such other interexchange carrier's/ reseller's services.

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ORIGINAL

Connect!LD, Inc.

AZ C.C. Tariff No. 2
Original Sheet 36

SECTION 3 - SUPPLEMENTAL SERVICES

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ORIGINAL

Connect!LD, Inc.

AZ C.C. Tariff No. 2
Oriainal Sheet 37

SECTION 3 - SUPPLEMENTAL SERVICES

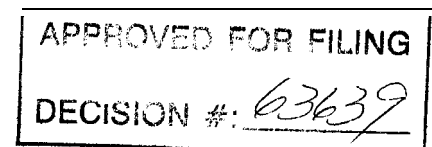
3.1 Calling Card Services

Calling Card Service can be used from anywhere in the United States and may terminate in over 200 countries in the world. Calls are originated by dialing 0 + area code, telephone number and personal identification number provided by the Company.

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SECTION 3 - SUPPLEMENTAL SERVICES (Cont'd)

3.2 Presubscribed Operator Services

Operator services are furnished to presubscribed customers of the Company's service(s). Calls are billed in sixty (60) second increments with a sixty (60) second minimum. In addition to usage charges, each operator service call will be assessed a charge(s) as set forth in Section 5 of the tariff. The Customer may dial "00" or "OO+ the destination telephone number" to access the Company's operator. The methods available to the Customer for payment depends upon the type of service.

Collect Call - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Station to Station Call - A service whereby caller places a non-Person-to-Person call with the assistance of an operator (live or automated).

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through the assistance of an operator (live or automated).

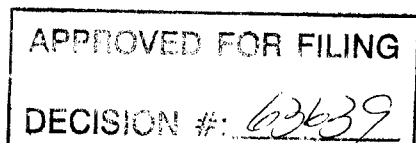
Third Party - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number, through the assistance of an operator (live or automated).

Operator Dialed Directory Assistance Surcharge - This charge applies to calls when the Customer dials the Company's Directory Assistance and requests that the operator dial the destination telephone number.

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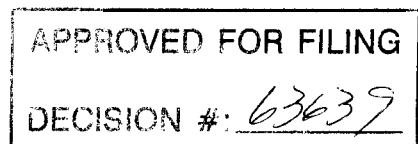


SECTION 4 - USAGE AND MILEAGE CHARGES

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SECTION 4 - USAGE AND MILEAGE CHARGES4.1 General4.1.1 Description

Intrastate toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

Intrastate toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

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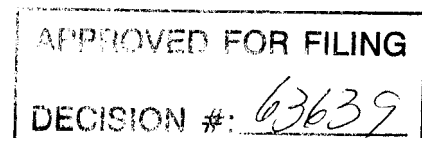
SECTION 4 - USAGE AND MILEAGE CHARGES (Cont'd)4.2 Time Periods Defined

- 4.2.1 Unless otherwise indicated, all calls are timed in one (1) minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 4.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 4.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 4.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 4.2.5 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.
- 4.2.6 All times refer to local time.

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SECTION 4 - USAGE AND MILEAGE CHARGES (Cont'd)

4.3 Regulations and Computation of Mileage

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

4.3.1 Originating Rate Center

A customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

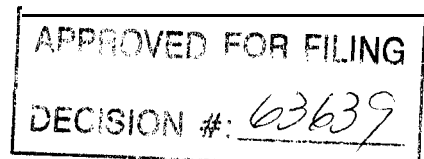
4.3.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

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SECTION 4- USAGE AND MILEAGE CHARGES (Cont'd)4.3 Regulations and Computation of Mileage (Cont'd)4.3.3 Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

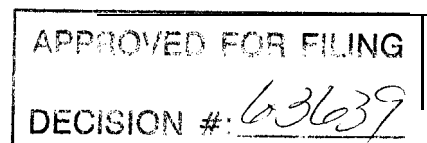
Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 ~~or successor tariffs~~. Airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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SECTION 4 - USAGE AND MILEAGE CHARGES (Cont'd)

4.3 Regulations and Computation of Mileage (Cont'd)

4.3.3 Calculation of Mileage (Cont'd)

- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(VI - V2)^2 + (HI - H2)^2}{10}}$$

4.4 Call Charges

Rates are based on the duration of the call as measured according to Section 4.2 above, time of day rate period of the call as described in Section 4.2 and the airline mileage between points of the call as described in Section 4.3. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

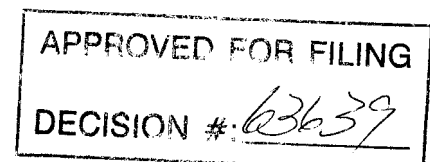
4.5 Per Call Service Charges

The service charges listed in the Rate Schedule specified in Section 5 of this tariff apply to intrastate toll calls for which live or automated operator assistance is provided for call completion and/or billing.

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SECTION 4 - USAGE AND MILEAGE CHARGES (Cont'd)4.6 Public Pay Telephone Surcharge

In order to recover the Carrier's expenses to comply with the FCC's pay telephone compensation plan effective on April 1, 1999 (FCC Docket No. 96-128), an undiscountable per call charge is applicable to all interstate, intrastate, and international calls that originate from any domestic pay telephone used to access Carrier services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Carrier service and is unrelated to the Carrier service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the # symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Carrier prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Carrier has obtained information from a carrier that the originating station is an eligible pay telephone.

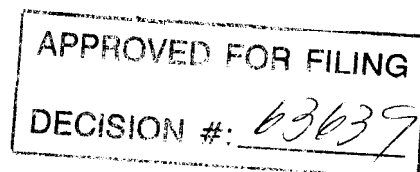
The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per Call Charge:	<u>Current</u>	<u>Maximum</u>
	\$ 0.26	\$0.52

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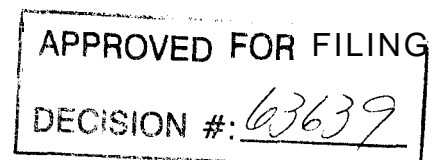


SECTION 5 - RATES AND CHARGES

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Little Rock, Arkansas 72201



SECTION 5 - RATES AND CHARGES5.1 Intrastate Toil Usage and Mileage Charges (Service Description see Section 4)

INTRASTATE TOLL RATE TABLE						
Direct Dial Day Rates						
Mileage	Initial Period			Additional Period		
Limit	Connect!LD Rate	Unit	Maximum Rate	Connect!LD Rate	Unit	Maximum Rate
10	\$0.2200	60 sec	\$0.4400	\$0.2200	60 sec	\$0.4400
16	\$0.2200	60 sec	\$0.4400	\$0.2200	60 sec	\$0.4400
22	\$0.2200	60 sec	\$0.4400	\$0.2200	60 sec	\$0.4400
30	\$0.2200	60 sec	\$0.4400	\$0.2200	60 sec	\$0.4400
40	\$0.2200	60 sec	\$0.4400	\$0.2200	60 sec	\$0.4400
55	\$0.2200	60 sec	\$0.4400	\$0.2200	60 sec	\$0.4400
70	\$0.2200	60 sec	\$0.4400	\$0.2200	60 sec	\$0.4400
71+	\$0.2200	60 sec	\$0.4400	\$0.2200	60 sec	\$0.4400

Weekday Rate

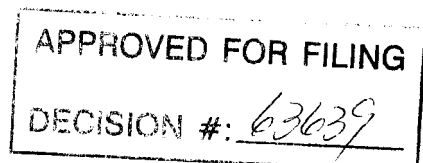
8:00 AM to 5:00 PM* Day Rates

* Up to but not including

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SECTION 5 - RATES AND CHARGES (Cont'd)5.1 Intrastate Toll Usage and Mileage Charges (Service Description see Section 4) (Cont'd)

INTRASTATE TOLL RATE TABLE						
Direct Dial Evening Rates						
Mileage	Initial Period			Additional Period		
Limit	Connect!LD Rate	Unit	Maximum Rate	Connect!LD Rate	Unit	Maximum Rate
10	\$0.1800	60 sec	\$0.3600	\$0.1800	60 sec	\$0.3600
16	\$0.1800	60 sec	\$0.3600	\$0.1800	60 sec	\$0.3600
22	\$0.1800	60 sec	\$0.3600	\$0.1800	60 sec	\$0.3600
30	\$0.1800	60 sec	\$0.3600	\$0.1800	60 sec	\$0.3600
40	\$0.1800	60 sec	\$0.3600	\$0.1800	60 sec	\$0.3600
55	\$0.1800	60sec	\$0.3600	\$0.1800	60sec	\$0.3600
70	\$0.1800	60 sec	\$0.3600	\$0.1800	60 sec	\$0.3600
71+	\$0.1800	60 sec	\$0.3600	\$0.1800	60 sec	\$0.3600

Weekday Rate

5:00 PM to 11:00 PM* Evening Rates

Sunday Rate

5:00 PM to 11:00 PM* Evening Rates

Holiday Weekday Rate

8:00 AM to 11:00 PM* Evening Rates

Holiday Sunday Rate

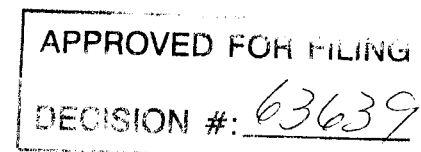
5:00 PM to 11:00 PM* Evening Rates

* Up to but not including

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Connect!LD, Inc.

AZ C.C. Tariff No. 2

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SECTION 5 - RATES AND CHARGES (Cont'd)

5.1 Intrastate Toll Usage and Mileage Charges (Service Description see Section 4) (Cont'd)

INTRASTATE TOLL BATE TABLE							
Direct Dial Night/Weekend Rates							
Mileage	Initial Period			Additional Period			
Limit	Connect!LD Rate	Unit	Maximum Rate	Connect!LD Rate	Unit	Maximum Rate	
I 10	I \$0.1700	60 sec	I \$0.3400	I \$0.1700	I 60 sec	I \$0.3400	I
16	\$0.1700	60 sec	\$0.3400	\$0.1700	60 sec	\$0.3400	
22	\$0.1700	60 sec	\$0.3400	\$0.1700	60 sec	\$0.3400	
30	\$0.1700	60 sec	\$0.3400	\$0.1700	60 sec	\$0.3400	
40	\$0.1700	60 sec	\$0.3400	\$0.1700	60 sec	\$0.3400	
55	\$0.1700	60 sec	\$0.3400	\$0.1700	60 sec	\$0.3400	
70	\$0.1700	60 sec	\$0.3400	\$0.1700	60 sec	\$0.3400	
71+	\$0.1700	60 sec	\$0.3400	\$0.1700	60 sec	\$0.3400	

Weekday Rate

12:00 AM to 8:00 AM* Night Rates

Saturday Rate

12:00 AM to 12:00 PM* Night Rates

Sunday Rate

12:00 AM to 5:00 PM* Night Rates

Holiday Weekday Rate

12:00 AM to 8:00 AM* Night Rates

Holiday Saturday Rate

12:00 AM to 12:00 PM* Night Rates

Holiday Sunday Rate

12:00 AM to 5:00 PM* Night Rates

* Up to but not including

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SECTION 5 - RATES AND CHARGES (Cont'd)

5.2 Primary Interexchange (PIC) or Intrastate Toll Carrier Change Charge (Service Description see Section 3.1)

Charge: \$5.00

Maximum charge: \$10.00

5.3 Calling Card Charges (Service Description see Section 3.2)

Per Minute Rate:

Maximum Rate:

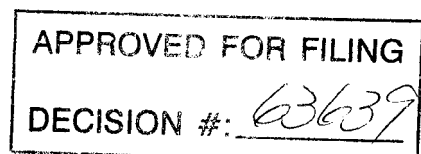
Day	\$0.192	\$0.384
Evening	\$0.192	\$0.384
Night/Weekend	\$0.192	\$0.384

Per Call Surcharge	\$0.80	\$0.160
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SECTION 5 - RATES AND CHARGES (Cont'd)5.5 Presubscribed Operator Services (Service Description see Section 3.2)

	Intrastate Rate Per Minute	Maximum Rate	Intrastate Surcharge	Maximum Rate
Collect Auto	\$0.20	\$0.40	\$1.041	\$2.08
Collect Live	\$1.15	\$2.30	\$1.64	\$3.28
Third Party Auto	\$0.20	\$0.40	\$1.04	\$2.08
Third Party Live	\$1.15	\$2.30	\$1.64	\$3.28
Station to Station Auto	\$0.20	\$0.40	\$1.04	\$2.08
Station to Station Live	\$1.15	\$2.30	\$0.99	\$1.98
Person to Person Auto	\$0.20	\$0.40	\$1.04	\$2.08
Person to Person Live	\$1.151	\$2.30	\$0.99	\$1.98

Directory Assistance: \$0.75

Operator Dialed Directory Assistance Surcharge: \$0.99

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